

EXHIBIT

E

General Conditions of Purchase

STREET FAX

SECTION 1. GENERAL PROVISIONS

1. Definitions

The following terms have the meaning specified when used herein:

PURCHASER - Street Fax Inc.

CONTRACTOR - The entity, its agents, employees, affiliates, or subcontractors, including materials equipment, or services furnished, as identified on Purchase Order.

CUSTOMER - the entity contracting for construction or other services from Purchaser or which the goods and/or services provided hereunder are for incorporation into the work of the customer to facilitate completion of Purchaser's contract with such entity.

PRIME CONTRACT - The contract between Purchaser and Customer and all provisions, specifications and drawings incorporated therein.

2. Entire Agreement

The contract between the Purchaser and Seller shall consist of and be comprised of the Seller's acceptance of the Purchase Order, the purchase order and the terms thereof, all provisions, specifications and drawings attached to the order and these printed terms and any drawings and appendices. In the event of conflict between the provisions herein and the terms of the Purchase Order and those contained in the printed terms and conditions, the provisions herein on the face of the Purchase Order shall prevail. The Purchase Order shall not be modified either orally or by letter or other party to enforce the rights to order. It is a condition of the Purchase Order that provisions printed on or otherwise furnished in any questionnaire, order acknowledgment, shipping document, or other instrument of the seller shall be of no force or effect.

3. Payment Terms

No increase or payment change or price increase will be allowed unless authorized by Purchaser in writing. No change in price shall be made on the basis of cost and will be considered through the duration of the order.

The Agreement is that the Seller and the Buyer have agreed upon an as follows: Buyer agrees to pay seller the sum of \$1,000 at the time of the contract. The Buyer agrees to pay seller \$2,000 on the date of the project, and upon completion Buyer agrees to pay seller an additional \$1,000 US dollar within thirty days of delivery of the final approved program. Late fees are agreed to be a 5% deduction for the entire program if not completed by the date and an additional 5% deduction for each day the program is late thereafter. Buyer agrees to pay a 5% late fee per month on the balance owed the seller and Seller agrees to pay a maximum of \$2,000 per month to seller in advance of the date of delivery. If the Seller fails to deliver the program on time, the Seller shall be liable for the late fee and shall be liable for the program.

The Buyer agrees to pay the sum of \$1,000.

The Buyer will deliver the program to the Seller by the date of the contract.

4. Changes

a) **BY PURCHASER** - Purchaser agrees that no further revision shall be implemented until or unless approved by seller. These revisions shall be implemented for written approval of seller.

b) **BY SELLER** - The Seller agrees that no further revision shall be implemented until or unless approved by Street Fax. These revisions shall be implemented for written approval of the Buyer for Purchaser's Department.

5. Purchaser's Property

Does not include the price of nothing, the price, and registering with Sign and Sign. The Buyer agrees to leave these expenses in

addition to the price of the contract, and will maintain control of these services at all times.

Each drawing, testing, purchase, materials, specification, and any other paper or information supplied to Seller under this contract, the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

6. Resolution of Construction

In the event that this purchase order is for materials or equipment which will be incorporated in the Customer's work under the Prime Contract and in the event of dispute between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the seller, the Seller agrees to be bound to the terms of the Prime Contract and to the terms of the Seller's contract, and to any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute with the Customer in the event that the Seller will be affected thereby.

The Seller hereby agrees to be responsible for the Seller, which is withheld or delayed as a result of any such dispute, except in the event that the Purchaser is ultimately paid in full on the date of the Seller. The Seller shall not be held liable if the Seller is not responsible for the Seller and it is later determined that the Seller's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending the resolution of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the Purchaser.

In all matters the final authority shall rest with the Seller's specifications.

7. Patent Infringement

Purchaser holds seller responsible for any infringement of work may, including on patent held by any third party that results from the direct request for work made by purchaser in the "work made for hire" agreement.

The Seller hereby agrees to be responsible for all claims against the Purchaser of the Customer for alleged infringement of patent by reason of the Purchaser's or Customer's possession, use, sale of any material or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agrees to defend at its sole expense all claims against the Purchaser and/or the Customer and to make and hold harmless the Purchaser and the Customer from and against all costs, expenses, judgments, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such claim or actual infringement of a patent or patents. The Purchaser and the Customer agree to make whatever assistance or reasonably can in the way of information and access to research for the defense of any such suit. This agreement shall not extend to alleged or actual infringement resulting from the Seller's compliance with the Purchaser's or Customer's design, instructions, purchase, or demands provided, however, that the Seller agrees to be responsible if it is reasonably or assured that the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, purchase, or demands and fails to notify the Purchaser of such possibility.

4. Assignment of Subcontracting

Notwithstanding to whom the Seller assigns, the Seller shall remain responsible for the timely performance of this order. The Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.

1b) The Seller shall ensure the substance of this clause including the paragraph (b) in any subcontract supply agreement hereunder or in which a labor dispute may delay the timely performance of this order except that each such subcontract supply agreement shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subcontractor shall immediately notify its next higher tier Seller or Sellers, in the case may be, of all relevant information with respect to such dispute.

The Seller agrees that there will be no subcontracting without the Purchaser's prior written approval. The Purchaser shall not be required to accept any assignment or assignment made without its prior written consent.

9. Proprietary Rights

It is acknowledged that this is a work made for hire agreement and that all intellectual property rights in patent rights are that of Douglas Inc. All work in process or in its complete form remains the property of Douglas Inc. If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by the Purchaser or its Customer, such items shall not be reproduced except with the approval of the Purchaser and, as applicable, its Customer and all drawings, photographs, data, software, and other written material or information supplied in connection therewith shall at all times remain the property of the Purchaser or its Customer and be returned promptly upon request at the completion, termination or cancellation of this order. In the event that Douglas Inc. details on a payment basis rights would be granted to Seller.

10. Termination

3. **DEFAULT:** The Purchaser may terminate this order or any part thereof by written notice if the Seller:

- fails to make delivery or to complete performance of an obligation hereunder within the time specified or in accordance with the agreed schedule unless such failure is due to acts of God, strike or other cause which are beyond the control of the Seller.
- fails to comply with the terms and conditions of this purchase order and does not cure such failure within a period of ten (10) calendar days after written notice is given.
- makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, receivership, or the relief of debtors.

Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or any manufacture of products similar items. Any additional costs or expense incurred by the Purchaser to complete the original purchase price from the Seller plus freight shall be due the Seller.

In all events, the Purchaser shall not be or become liable to the Seller or any third party claiming through or under the Seller for any portion of the price of any items that the Purchaser elects not to accept following notice of termination for default.

11. Warranties

The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or material men and the Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it of the absence of such liens, claims and encumbrances.

13. Governing Law

This Purchase Order and any material relating thereto shall be governed by the law of the state in which the Purchaser's office that issues the order is located.

14. Recovery of Damages

If the Seller should recover any damages as a result of a breach of contract in any manner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any such damages the Purchaser has suffered as a result of the same price fixing within a reasonable time after the damages are recovered by the Seller.

1b) Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.

1b) The Seller shall ensure the substance of this clause including the paragraph (b) in any subcontract supply agreement hereunder or in which a labor dispute may delay the timely performance of this order except that each such subcontract supply agreement shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subcontractor shall immediately notify its next higher tier Seller or Sellers, in the case may be, of all relevant information with respect to such dispute.

15. Indemnity Requirements for Contractor/Seller

Contractor/Vendor shall defend, indemnify and save Seller Inc. harmless from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, no amount of injuries to or death of any and all persons whatsoever, including the Contractor/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all damage to property or whatsoever belonging, including property owned by, leased to, or in the care, custody, or control of the parties hereto arising or resulting out of, or in any manner connected with the work performed under this contract, or caused in connection therewith or in part by reason of or arising during the performance of the person or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax notwithstanding the foregoing, nothing herein contained is to be construed as an admission of liability upon the sole negligence of Street Fax.

16. Publishing

Seller shall not publish photographs or articles, give press interviews, or make speeches about or otherwise publicize the contract or terms of this Purchase Order, or any part thereof or details about this Purchase Order without first obtaining the written consent of Buyer.

17. Seller's Disclosure

Any information relating to the Seller's design, manufacturing, processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.

18. General Notes

Seller shall reference this purchase order number on all documents and in correspondence related to the order.

The signature below will signify the contract.

Buyer - Paul Caplan, President

Seller - Mark Zuckerman

PR 3 July 04.28.09